

EXHIBIT A

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From: Boock, Todd A.
Sent: Tuesday, October 10, 2017 1:01 PM
To: James Judah; John Cooper
Cc: Matthew Cate; UberWaymoMoFoAttorneys; Boies Service
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Melanie.Blunschi@lw.com; Whitney.Weber@lw.com; John.Eastly@LW.com; QE-Waymo
Subject: RE: Waymo v Uber - Request for Meet and Confer

John and James:

Waymo's complaints about defendants being unprepared to address discovery issues is its own fault. It directed its correspondence to issues pertaining to Uber and not Otto Trucking. As I explained yesterday, there is nothing in Waymo's October 6 letter to indicate that any of the issues directly involved Otto Trucking. In the future, if Waymo intends to ask Otto Trucking questions or seek to meet and confer, we request that Waymo clearly states it is asking Otto Trucking to meet and confer.

I have now investigated the issue Waymo raised with me for the first time on the meet and confer call yesterday. To answer Waymo's question, Otto Trucking has never had possession of Anthony Levandowski's laptop computers. As counsel in the arbitration, Goodwin Procter briefly took possession of a laptop that was issued by Uber to Mr. Levandowski. That laptop was returned to Uber. Any other devices owned by Mr. Levandowski to which he had custody or control at that time are his own property, and are subject to his Fifth Amendment rights, which his individual counsel has asserted broadly throughout this case.

Finally, Otto Trucking takes no position on Waymo's subpoena to Dropbox, but reserves all rights and objections as to admissibility of anything produced.

Thank you.

Todd A. Boock



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